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ATTORNEYS FOR DEFENDANT
HYUNDAI MOTOR FINANCE COMPANY

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MONTANA

IN RE:)	Case No. 06-60855
)	
INCREDIBLE AUTO SALES, LLC,)	Adversary No. 06-00119
)	
Debtor.)	
_____)	
)	
AUTO AUCTION ASSOCIATES OF)	
MONTANA, INC., d/b/a AUTO)	
AUCTION OF MONTANA a/k/a AUTO)	
AUCTION OF BILLINGS,)	ANSWER OF HYUNDAI MOTOR
)	FINANCE COMPANY
Plaintiff,)	
)	
v.)	
)	
INCREDIBLE AUTO SALES, LLC, and)	
HYUNDAI MOTOR FINANCE)	
COMPANY,)	
)	
Defendants.)	

Defendant Hyundai Motor Finance Company ("HMFC") submits the following
Answer to Plaintiff's Complaint.

FIRST DEFENSE

With respect to the individually numbered paragraphs of Plaintiff's Complaint, HMFC responds as follows:

1. HMFC admits the allegations of paragraph 1 of Plaintiff's Complaint.
2. HMFC admits the allegations of paragraph 2 of Plaintiff's Complaint.
3. HMFC admits the allegations of paragraph 3 of Plaintiff's Complaint.
4. HMFC lacks sufficient information to admit or deny the allegations of paragraph 4 of Plaintiff's Complaint and therefore denies the same.
5. HMFC admits the allegations of paragraph 5 of Plaintiff's Complaint.
6. HMFC admits the allegations of paragraph 6 of Plaintiff's Complaint.
7. In response to paragraph 7 of Plaintiff's Complaint, Defendant HMFC incorporates all preceding responses as though set forth fully herein.
8. HMFC lacks sufficient information to admit or deny the allegations of paragraph 8 of Plaintiff's Complaint and therefore denies the same.
9. HMFC lacks sufficient information to admit or deny the allegations of paragraph 9 of Plaintiff's Complaint and therefore denies the same.
10. HMFC lacks sufficient information to admit or deny the allegations of paragraph 10 of Plaintiff's Complaint and therefore denies the same.
11. HMFC lacks sufficient information to admit or deny the allegations of paragraph 11 of Plaintiff's Complaint and therefore denies the same.
12. HMFC lacks sufficient information to admit or deny the allegations of paragraph 12 of Plaintiff's Complaint and therefore denies the same.

13. HMFC lacks sufficient information to admit or deny the allegations of paragraph 13 of Plaintiff's Complaint and therefore denies the same.

COUNT I

14. In response to paragraph 14 of Plaintiff's Complaint, Defendant HMFC incorporates all preceding responses as though set forth fully herein.

15. HMFC lacks sufficient information to admit or deny the allegations of paragraph 15 of Plaintiff's Complaint and therefore denies the same.

16. HMFC lacks sufficient information to admit or deny the allegations of paragraph 16 of Plaintiff's Complaint and therefore denies the same.

17. HMFC denies the allegations of paragraph 17 of Plaintiff's Complaint.

18. HMFC denies the allegations of paragraph 18 of Plaintiff's Complaint.

COUNT II

19. In response to paragraph 19 of Plaintiff's Complaint, Defendant HMFC incorporates all preceding responses as though set forth fully herein.

20. HMFC denies the allegations of paragraph 20 of Plaintiff's Complaint.

21. HMFC denies the allegations of paragraph 21 of Plaintiff's Complaint.

22. HMFC denies the allegations of paragraph 22 of Plaintiff's Complaint.

SECOND DEFENSE

HMFC holds a properly perfected security interest in some or all of the vehicles for which reclamation is sought. Plaintiff is not entitled to reclaim those vehicles because doing so would impair HMFC's security interest. See 11 U.S.C. § 546(c).

WHEREFORE HMFC prays as follows:

1. That Plaintiff take nothing by its Complaint;

2. That the Court enter an Order declaring that HMFC holds a valid security interest in the subject vehicles and that Plaintiff's reclamation rights, if any, are subject to HMFC's security interest;

2. That HMFC be awarded its costs incurred in defending this action; and

3. That the Court award HMFC such other and further relief that the Court deems proper.

Dated this 3rd day of November, 2006.

/s/ Shane P. Coleman

Shane P. Coleman, #3417

Holland & Hart LLP

401 North 31st Street

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P.O. Box 639

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ATTORNEYS FOR DEFENDANT HYUNDAI
MOTOR FINANCE COMPANY

CERTIFICATE OF SERVICE

I hereby certify that on this 3rd day of November, 2006, I served a true and correct copy of the foregoing, addressed as follows and by the method shown below:

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